

STATE
(Rev. 9-7-21)**OF****TENNESSEE**
January 1, 2021

Supplemental Specifications – 100SS
of the
Standard Specifications for Road and Bridge Construction
January 1, 2021

Subsection 104.03.B & C (pg. 23-24), 9-7-21; **Contract Change Notification; B & C**; Revise subsections:

B. Written Acknowledgement by Engineer

The Engineer will provide written acknowledgement of the Contractor's written notice within ~~tenfive~~ (105) calendar days.

C. Written Response by Engineer

The Engineer will provide a written response within ~~fourteen (14)~~ the specified number of calendar days based on the requested contract change:

1. For requested changes to the contract time in excess of one hundred eighty (180) days or requested changes that alter the original contract amount by more than \$200,000, the Engineer will respond within thirty (30) days of receiving the Contractor's written notice.
2. For requested changes to the contract time in excess of ninety (90) days but less than or equal to one hundred eighty (180) days, or requested changes that alter the original contract amount by more than \$100,000 but less than or equal to \$200,000, or by more than ten percent (10%) of the original contract, whichever is less, the Engineer will respond within twenty-one (21) days of receiving the Contractor's written notice.
3. For all other requested changes to the contract, the Engineer will respond within fourteen (14) calendar days of receiving the Contractor's written notice.

The written response to the Contractor's written notice will~~that~~ include one of the following:

1. Confirmation that a change is necessary in accordance with **104.02**, and direction on how the Work will proceed.

2. A denial of the request for a change, which will include references to the Contract as to why the condition does not represent a change.
3. A request for additional information stating the specific information needed and the date by which it must be received. The ~~Engineer~~Department will respond to the additional information provided within fourteen (14) calendar days.

When a change is necessary, the Engineer will make appropriate adjustments to the Contract price and time, if warranted, in accordance with **108.07**, **109.04**, **109.05.A**, and **109.06**. If the Contractor disagrees with the Engineer's decision or does not agree with the Contract adjustments, the Contractor may pursue the issue as a claim in accordance with **105.16**.

Subsection 108.03.A, B, & C (pg. 81,82,85,87,88), 9-7-21; **Contract Change Notification; A & B**; Revise Heading,
C.1.c; Add new No.vi, **C.3**; Revise last paragraph, **C.4**; Revise last paragraph & add sentence:

- A. Project Durations Less Than 9 ~~Months~~ 0 Days**
- B. Project Durations 9 ~~Months~~ 0 Days to 24 Months**

C.1.c Narrative report in PDF file format fit to 8.5x11 inch paper and including:...

- vi. ~~The quantity and estimated daily production rate for controlling activities;~~
- vii. Description of the calendars including identification of workdays per week, holidays, number of shifts per day, and number of hours per shift;
- viii. Description of how the schedule accommodates adverse weather days for each month; and
- ix. Description of execution plan, including number and type of crews, a list of subcontractors' crews, and expected equipment, but not limited to large equipment transport and delivery, transportation permits for oversized/overweight loads, and availability.

3. Baseline CPM Schedule.

The Engineer and Contractor will review the draft baseline CPM schedule at a meeting specific for the review of the schedule. The Engineer will accept the draft baseline CPM schedule, provide review comments, or request additional information. Make appropriate adjustments or provide additional information within 14 calendar days. ~~The Department may withhold payments or only make payments for the value of materials in accordance with **109.08** until the Engineer accepts the baseline CPM schedule.~~ The Engineer's acceptance is based solely on whether the baseline schedule meets the requirements of **108.03**. Review comments made by the Engineer on the initial schedule will not relieve the Contractor from compliance with the Contract. The Contractor is responsible for scheduling, sequencing, and prosecuting the Work to comply with the Contract requirements. ~~The cost of preparing and updating the schedule is incidental to all Contract items.~~

4. Schedule Updates.

Submit the updated schedule electronically to the Engineer in accordance with the requirements of this subsection. The Engineer reserves the right to reject any schedule updates because of changes in relationships between activities on the critical path, inadequate or inaccurate narrative updates, or other deficiencies in the schedule updates as required in this subsection. ~~If the Contractor fails to provide monthly schedule updates, or address the Engineer's comments regarding the monthly schedule update, within 10 calendar days following the progress estimate pay period cut off date, the Engineer may withhold up to 10% of the monthly estimate payment, until such time as an acceptable update has been provided.~~

The Department will measure and pay for CPM Project Schedule in accordance with 108.11 and 108.12 respectively.

Subsection 108.11 (pg. 99), 9-7-21; **Method of Measurement;** Add subsection **108.11**:

108.11 Method of Measurement

The Department will measure construction CPM Project Schedule as a percentage of the lump sum price bid for the completion of the work specified in 108.03.C and partial payment will be made according to the schedule in Table 108.11-1.

Table 108.11-1: Payment Schedule for CPM Project Schedule

<u>Estimate Number or Percent of Total Contract Amount of Previous Estimate</u>	<u>Total Percent of CPM Project Schedule Lump Sum Bid Item</u>
<u>Estimate # 1</u>	<u>20%</u>
<u>Estimate # 3</u>	<u>40%</u>
<u>20%</u>	<u>50%</u>
<u>40%</u>	<u>60%</u>
<u>60%</u>	<u>70%</u>
<u>80%</u>	<u>80%</u>
<u>95%</u>	<u>100%</u>

Subsection 108.12 (pg. 99), 9-7-21; **Method of Measurement;** Add subsection **108.12**:

108.12 Basis of Payment

The Department will make partial payments for CPM Project Schedule on the basis of a percentage of the lump sum price bid in accordance with the schedule shown in Table 108.11-1.

If the Contractor fails to provide monthly schedule updates, or address the Engineer's comments regarding the monthly schedule update, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 5% of the monthly estimate payment, until such time as an acceptable update has been provided.

No additional payments will be made for schedule revisions as requested per 108.03.D.

Such payment is full compensation for meeting all requirements of 108.03.C and D.